

Exhibit 21

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

WHITESTONE CONSTRUCTION CORP.,

Plaintiff,

- against -

YUANDA USA CORPORATION,

Defendant.

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) Case No.: 1:20-cv-1006-GHW
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**PLAINTIFF'S
INITIAL DISCLOSURE**

PLEASE TAKE NOTICE that, pursuant to Fed. R. Civ. P. § 26(a)(1)(A), Whitestone Construction Corp. (“Whitestone” or “Plaintiff”), by and through its attorneys, Goetz Fitzpatrick LLP, hereby makes the following initial disclosures:

1. The names and addresses of principal witnesses known to have pertinent information regarding this matter are as follows:

- a. **Steven Grzic**, c/o Donald J. Carbone, Goetz Fitzpatrick LLC, One Penn Plaza, Suite 3100, New York, NY 10119, Mr. Grzic is generally familiar with the overall issues related to the construction project at-issue owned by the City University Construction Fund (“CUNY” or “Owner”), including, but not limited to, the parties’ obligations, the Owner’s and general contractor’s rejection of the construction work at-issue, means and anticipated costs of remediation work to be done, dispute procedures in place and commenced with the Owner and general contractor, communications with the Owner and general contractor regarding said remediation, breaches of the contract at-issue, and the affect of the aforesaid breaches on the contract and project as a whole.
- b. **Phil Carvelas**, c/o Donald J. Carbone, Goetz Fitzpatrick LLC, One Penn Plaza, Suite 3100, New York, NY 10119, Mr. Carvelas is generally familiar with the overall issues related to the CUNY construction project, including, but not limited to, the parties’ obligations, the Owner’s and general contractor’s rejection of the construction work at-issue, means and anticipated costs of remediation work to be done, dispute procedures in place and

commenced with the Owner and general contractor, communications with the Owner and general contractor regarding said remediation, breaches of the contract at-issue, and the affect of the aforesaid breaches on the contract and project as a whole.

- c. **James Dearth**, c/o Donald J. Carbone, Goetz Fitzpatrick LLC, One Penn Plaza, Suite 3100, New York, NY 10119, Mr. Dearth is generally familiar with the overall issues related to the CUNY construction project, including, but not limited to, the parties' obligations, the Owner's and general contractor's rejection of the construction work at-issue, means and anticipated costs of remediation work to be done, dispute procedures in place and commenced with the Owner and general contractor, communications with the Owner and general contractor regarding said remediation, breaches of the contract at-issue, and the affect of the aforesaid breaches on the contract and project as a whole.
- d. **Pawel Lepkowski**, address unknown, Mr. Lepkowski is a former employee of Whitestone who is generally familiar with the overall issues related to the CUNY construction project, including, but not limited to, the clerestory construction work at-issue, means of remediation work to be done, the Owner's and general contractor's rejection of said clerestory work, and communications with the Owner and general contractor.

2. Whitestone has in its possession the following categories of documents and ESI that it may use in the prosecution and defense of this action:

- a. A project file, including, but not limited to, the contract, meeting minutes, photographs, project schedule, plans, specifications, architect notes, change orders and all related submissions, requisitions, invoices and cost projections, and all plans, specifications, and modifications related to remedial work.
- b. Change orders, proposed change orders, modifications, communications relating to change order disputes, notices and descriptions of dispute, and all documents relating to the Owner's and general contractor's rejection at-issue herein.
- c. Correspondence between Whitestone, F.J. Sciam Construction Co., Inc., and CUNY regarding the clerestory work deemed non-conforming and the remediation of said work.
- d. Correspondence between Whitestone and Yuanda USA Corporation ("Yuanda") regarding the clerestory work at-issue, the rejection

issued by the project owner and general contractor, and Whitestone's demand that Yuanda contribute its services and finances to the remediation work demanded.

3. Whitestone's calculation of damages remains on-going inasmuch as it continues to provide work on the project at-issue, analyze the allegedly non-conforming clerestory work, and remediate the subject clerestory work. That said, a copy of Whitestone's calculation of damages summarizing its damages as of the date hereof is annexed hereto as **Exhibit "A."**

4. Whitestone has a general commercial liability insurance policy in place with Accredited Surety and Casualty Company, Inc., bearing policy number 1-TPM-NY-17-01234886, covering Whitestone's work rendered on the CUNY project at-issue. Whitestone does not contend that this policy provides coverage for the remedial work at-issue herein and has not submitted a claim for any of its damages. Whitestone's contract with Yuanda calls for Yuanda to procure and provide insurance coverage to Whitestone, at Yuanda's own expense, to cover the work procured thereunder.

Whitestone reserves the right to supplement this Initial Disclosure in the event that it becomes aware of further responsive documents.

Dated: New York, New York
June 26, 2020

GOETZ FITZPATRICK LLP
Attorneys for Plaintiff

By: /s/ Donald J. Carbone

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EXHIBIT A

WCC MANPOWER				
ITEM	DESCRIPTION	UNIT COST	UNITS	TOTAL
1	SCAFFOLDING - Installation/Removal			
	- CARPENTER (8MEN X 4 DAY)	\$1,000.00	32	\$32,000.00
	- LABOR (6MEN X 4 DAYS)	\$750.00	24	\$18,000.00
	- Operating Engineer (2) days	\$1,500.00	2	\$3,000.00
2	SCAFFOLD BASE/ROOF PROTECTION - Installation/Removal			
	- CARPENTER (6MEN X 2DAY)	\$1,000.00	12	\$12,000.00
3	INTERIOR WORK PLATFORM - Installation/Removal			
	- CARPENTER (4MEN X 8DAY)	\$1,000.00	32	\$32,000.00
4	INTERIOR SIDEWALK BRIDGE - Installation/Removal			
	- CARPENTER (4MEN X 2DAY)	\$1,000.00	8	\$8,000.00
5	SAFETY ZONE - INTERIOR/ROOF - Installation/Removal			
	- LABOR (2MEN X 3 DAYS)	\$750.00	6	\$4,500.00
	Sub Total			\$109,500.00
	WCC OH&P @ 20%			\$21,900.00
	Total			\$131,400.00

MT MANPOWER				
ITEM	DESCRIPTION	UNIT COST	UNITS	TOTAL
1	CLERESTORY REMEDIATION - MT Manpower only	\$1,330.91	266	\$354,022.06
	Sub Total			\$354,022.06
	MT OH&P @ 30%			\$106,206.62
	Total			\$460,228.68

EQUIPMENT				
ITEM	DESCRIPTION	UNIT COST	UNITS	TOTAL
1	ELECTRIC SCISSOR LIFT 30'-35' - Monthly	\$995.00	2	\$1,990.00
2	Articulating Boom lift 80' - Monthly	\$3,295.00	2	\$6,590.00
3	Knuckle Boom (2) days	\$3,250.00	2	\$6,500.00
4	ATRIUM BOOM LIFT 72' ELECTRIC - Weekly	\$3,757.59	2	\$7,515.18
5	Glass Carts	\$10,000.00	1	\$10,000.00
	Sub Total			\$32,595.18
	WCC OH&P @ 20%			\$6,519.04
	Total			\$39,114.22

MATERIAL				
ITEM	DESCRIPTION	UNIT COST	UNITS	TOTAL
1	Brackets	\$13,465.00	1	\$13,465.00
2	Transition Flashing	\$2,000.00	1	\$2,000.00
3	2" rigid insulation	\$30.00	100	\$3,000.00
4	Transition Membrane	\$1,152.00	1	\$1,152.00
5	Plywood 3/4"	\$30.00	125	\$3,750.00
6	Wood Plank 2"x4"	\$5.00	100	\$500.00
7	Timber 12"x12"	\$100.00	11	\$1,100.00
9	Debris netting	\$62.00	1	\$62.00
8	Tarp	\$200.00	1	\$200.00
9	Misc. Fasteners	\$500.00	1	\$500.00
10	Scaffolding/Guard railings	\$25,000.00	1	\$25,000.00
	Sub Total			\$50,729.00
	WCC OH&P @ 20%			\$10,145.80
	Total			\$60,874.80

CLERESTORY REMEDIATION SUMMARY		
ITEM	Description	Cost
1	Whitestone Manpower	\$109,500.00
2	Metro-tech Manpower - Includes 30%OH&P	\$460,228.68
3	Equipment	\$32,595.18
4	Material	\$50,729.00
	Sub Total	\$653,052.86
	WCC OH&P @ 20%	\$130,610.57
	Insurance (18%)	\$141,059.42
	Total	\$924,722.85